



## BAILMENT AGREEMENT

This Bailment is between \_\_\_\_\_, with offices located at \_\_\_\_\_.

(herein called "Bailee")  
and FLIR Commercial Systems, Inc., with offices at 27700 SW Parkway Avenue, Wilsonville  
OR 97070 (herein called "Bailor"). Bailor and Bailee agree as follows:

1. **BAILED PROPERTY:** Bailor agrees to transfer to Bailee and Bailee agrees to receive from Bailor, for the purpose and under the conditions specified in this Agreement, the following described Bailed Property:

Bailor will ship the Bailed Property to (name, address, phone and email):

2. **AGREED VALUE:** The parties agree that for the purposes of this Agreement the Bailed Property has an estimated total value of \$ \_\_\_\_\_ (MSRP).
3. **PURPOSE:** By entering into this Agreement, neither party assumes any obligations of any kind to the other party not expressly stated herein. This Agreement does not constitute or create a joint venture, partnership, or formal business entity of any kind.
4. **CONDITION OF PROPERTY:** The Bailed Property is furnished by the Bailor to the Bailee is an "as is" condition, and there are no warranties or guarantees concerning the condition or fitness of the Bailed Property for any particular use or application. Unless authorized in writing by Bailor, Bailee shall not modify or alter the Bailed Property in any manner. Provided written authorization is granted, Bailee may modify the Bailed Property, provided that it is restored substantially to its original condition, prior to its return to Bailor.
5. **DELIVERY, INSPECTION, AND RETURN OF THE BAILED PROPERTY:** The Bailed Property will be shipped by Bailor's plant on or about (date) \_\_\_\_\_ after Bailor's receipt of an executed copy of this Bailment. The Bailed Property will be returned to Bailor's plant by (date) \_\_\_\_\_ FOB by the same standard of delivery (e.g., FedEx Standard Overnight). Bailee will provide the returned goods courier tracking number upon request of Bailor.
6. **COST OF BAILMENT / CHANGE OF TERMS:** Nothing in this Agreement shall constitute an offer by Bailor to sell or by Bailee to buy said Bailed Property. Unless otherwise approved in writing by Bailor, failure of Bailee to return the Bailed Property within ten (10) working days from the agreed upon return date will subject Bailee to rental charges in the amount of two percent (2%) of the Agreed Value of the Bailed Property, per day, beginning one business day following receipt of Bailed Property by Bailee. Rental charges will be invoiced by Bailor on a weekly basis.



7. **DAMAGE OR LOSS OF BAILED PROPERTY:** Bailee shall be liable for the loss of or damage to the Bailed Property while in the possession of the Bailee, excluding in-transit freight provided a reasonable standard of care is exercised. Bailee shall not be responsible for reasonable wear and tear to the Bailed Property that is occasioned by normal and ordinary usage. In the event of loss or irreparable damage to the bailed property, Bailee's maximum liability shall not exceed the Agreed Value of the Bailed Property.
8. **NON-DISCLOSURE:** Bailee may use the Bailed Property solely for the purpose of evaluation / fit check, and will maintain in confidence such design details as may become disclosed to Bailee as a result of inspection of said Bailed Property. If, in addition to the transfer of the Bailed Property, the Bailee and Bailor desire to exchange technical information related to the Bailed Property, the exchange of technical information shall be subject to any such supplemental nondisclosure agreement as they may enter into.
9. **LIMITATION OF LIABILITY:** Bailee shall hold Bailor harmless from any liability whatsoever for any and all claims for damages from the Bailee or third persons, resulting from injury, including, but not limited to loss of life. **IN NO EVENT SHALL BAILOR BE LIABLE FOR CONSEQUENTIAL DAMAGES.**
10. **EXPORT LAW:** The Bailed Property is subject to control and licensing under U.S. Export Regulations. Under this Agreement, Bailee hereby acknowledges all obligations under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations with regard to said Bailed Property and technical data and information acquired or received under this Agreement.
11. **GOVERNING LAW:** This Agreement is governed by the laws of the State of {Bailee}.
12. **EFFECTIVITY:** This Bailment is entered into as of the date affixed by the party last signing this Agreement and will expire upon return or purchase of Bailed Property.

FLIR Commercial Systems, Inc.

(Agency)

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_